

Waukee CSD

Waukee EA

7/1/2006 6/30/2008

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

WAUKEE COMMUNITY SCHOOL
DISTRICT

AND

WAUKEE EDUCATION ASSOCIATION

2006-2008

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Preamble

THIS AGREEMENT entered into this 11th day of April, 2006 by and between the WAUKEE COMMUNITY SCHOOL DISTRICT, Waukee, Iowa, hereinafter referred to as the "Employer", and the WAUKEE EDUCATION ASSOCIATION, hereinafter referred to as the "Association". Said Agreement represents the complete and final agreement on all items agreed upon between the Employer and Association. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

It is the intent of the Employer and Association to have a desirable, harmonious, productive relationship, and to provide a quality education program for children of the School District. The parties further recognize that attainment of this is a joint responsibility of the Employer, administrative and supervisory staff, the professional personnel of the District, the parents of students, and the community at large.

Article 2

RECOGNITION

A. Unit

The Employer hereby recognizes the Association as the exclusive bargaining representative for all full time and regular part time personnel in the Waukee Community School District, including but not limited to: Classroom Teachers (Academic, Vocational, Special Education, Physical Education, Music, Art and Drama), Media Specialists and Guidance Counselors.

Excluded from representation and coverage are these positions and duties: Administrators (Superintendent, Principals), Non-Certified Personnel (Cooks, Bus Drivers, Custodians, Secretaries, Playground Supervisors, etc.), and all others excluded by Section 4 of the Act. The Waukee Education Association is affiliated with the Iowa State Education Association and the National Education Association.

B. Definitions

1. The term "Employer" as used in this Agreement shall mean the Waukee Community School District.
2. The term "employee" as used in this Agreement shall mean the unit employees represented by the Waukee Education Association, as defined and certified by the Iowa Public Employment Relations Board.
3. The term "Association" as used in this Agreement shall mean the Waukee Education Association.

ARTICLE 3

SENIORITY

- A. Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire. A seniority list will be posted at each building.
- B. An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:
 - 1. An accepted employee resignation.
 - 2. Employee is terminated or the individual teaching contract is not renewed.
 - 3. Engaging in other employment (including the active seeking of employment) while on paid leave of absence.
 - 4. Failure to report for work at the end of leave of absence.
 - 5. Employee retires.
- C. As long as an individual is employed by the Employer under a teaching contract, his/her seniority continues to accumulate.
- D. Seniority accrues at the same rate for full-time and part-time teachers.

ARTICLE 4

TRANSFER PROCEDURES

A. Statement

The Employer reserves the right to assign and/or transfer an employee(s) according to the needs of the School District.

B. Definitions

Vacancy: a vacant position exists when a regular contract position becomes available because of resignation, death, retirement, transfer or termination of an employee, or when a new position has been created.

Transfer: movement from a current assignment to a vacant posted position.

Relocation: the movement of an existing assigned position to a different building in the district.

C. Voluntary Transfer

1. School Year Posting

After a vacancy has occurred the District will post via e-mail and a notice regarding such in each building for a period of five (5) working days.

2. Summer Months Posting

A vacancy that occurs during the summer months will be posted through the school e-mail and will be posted at the central office by the District. No voluntary transfer will be granted for vacancies occurring after July 1st. Extracurricular assignments are excluded from the July 1st deadline.

3. Filing Requests

A. An employee (s) who wishes to request a transfer is required to first notify in writing their current Building Principal and Superintendent or designee of their intent.

B. When a part-time position is expanded to full-time and required to relocate to a new building, all individuals in the affected buildings in like assignments will have the opportunity to

volunteer to relocate to that position using the same process as outlined under involuntary transfer Article 4(D) 1.

- C. A voluntary transfer request will be given first and serious consideration by the Employer in any transfer.
- D. When a vacancy occurs, an interview will then be arranged with the Principal of the Building to which the employee wishes to transfer. After the interview the Employer shall notify the employee of his/her decision.
- E. Requests for transfer will be valid until the beginning of the next school year. An employee's request for transfer if granted, may become effective the following semester or school year. After an employee has obtained a voluntary transfer the employee shall not be eligible for any other voluntary transfers during that school year.
- F. In the event that more than one (1) employee is acceptable for transfer and they both meet the criteria established for the position by the Employer, then the senior employee will be transferred.
- G. If a voluntary transfer request is denied, the Principal that the employee interviewed with will meet with the employee and discuss the reason(s) the transfer was denied.

D. **Involuntary Transfer**

- 1. Changes in teaching assignment or building assignment may be made upon the initiative of the Employer. Prior to involuntary transferring an employee, the Employer will consider filling such positions with a qualified volunteer. In the absence of a qualified volunteer, a decision will be made with input and participation of all parties involved. If all parties reach consensus, adhering to established criteria, the decision is final. If consensus is not reached, the Employer shall consider experience, seniority, and professional balance of the teaching team as the basis of the selection.
- 2. Any employee having been notified that he/she is being involuntarily transferred may apply at any time for posted open positions.

3. An employee who is transferred involuntarily shall be given first consideration upon request for voluntary transfer the following semester or school year.
4. After the employee has been notified of said transfer, if the employee desires, a meeting between the employee and Superintendent and/or principal(s) will be held to discuss the reason(s) for said transfer.

ARTICLE 5

PROCEDURE FOR STAFF REDUCTION

A. Layoff

The Employer may determine that it is necessary to have a reduction in staff. The Employer shall first attempt to accomplish same by attrition. In the event that the Employer determines that the necessary reduction in staff cannot be accomplished by attrition, layoffs will be determined by the Employer but if a choice must be made from two (2) or more employees with equal qualifications determined by evaluation such contract renewals will be given to the employee(s) with the greater seniority.

B. Notification

1. The Employer shall provide written notice by certified mail or hand delivery to the affected employee(s) of such possible reductions of staff that may become effective the following year.
2. The above notice shall be given to potentially affected personnel as early as practical and no later than April 30 of each year in order that the employee can consider his/her course of action.
3. Should personnel designated by the Employer for termination fail to give their written resignations by May 15 of each year, the Employer shall provide for termination under Chapter 279 of the Code of Iowa.

C. Recall

1. Recall will be done in the inverse order of layoff and if both meet the criteria established for the position, seniority will be the next consideration.

ARTICLE 5

PROCEDURE FOR STAFF REDUCTION (2)

2. The Employer will determine if the laid off employee is qualified to return to a position other than the position said employee vacated.
3. An employee who is recalled and returns to work would be placed one (1) step higher on the salary schedule than he/she was at the time of layoff. The employee shall retain all sick leave earned prior to layoff, and any paid leaves of absence will not be earned while on layoff.
4. Any employee laid off shall have recall rights for a period of two (2) years if a request for these rights is made by the concerned member, in writing, to the Superintendent of Schools. Seniority will be retained for a period of two (2) years following layoff. It is the employee's responsibility to keep the Superintendent informed in writing of any address change.

ARTICLE 6

EVALUATION PROCEDURE

A. Purpose

The Employer and Association recognize the importance and value of the Employer evaluating an employee. An employee shall be observed (both formally and informally) by the Building Principal or appropriate licensed evaluator for the purpose of evaluation, which includes the improvement of instruction.

B. Notification

Within two (2) weeks after the beginning of each school year, the Building Principal or appropriate licensed evaluator shall acquaint each new employee under his/her supervision with the evaluation procedures and instrument. If the evaluation instrument is changed, returning employees shall also be informed. No formal evaluation shall take place until such orientation has been completed, and said evaluation shall be conducted with full knowledge of the employee.

C. Formal Evaluation Procedure - Teacher

1. During an employee's first two years of employment said employee shall be formally evaluated at least two times annually. Beginning with an evaluation in Year 3, each employee will be formally evaluated once every 3 years or as necessary to best serve the instructional process. This will include a plan for professional growth.
2. The Building Principal or appropriate licensed evaluator shall evaluate each employee formally in writing. Such evaluation shall be based upon the employee evaluation instrument designed by the Employer.
3. Information resulting from said formal observations, in addition to other information obtained through informal observations, will be utilized in completing the employee's evaluation instrument.
4. Any complaint or concern against a teacher will be brought to the attention of the teacher involved in a timely manner, generally within 3 days.

ARTICLE 6

EVALUATION PROCEDURE (2)

D. Formal Evaluation Procedure - Coach and Activity Sponsor

1. Purpose of Evaluation. The purpose of a coach or sponsor's evaluation in the Waukee Community School District is to improve coaching performance. Ideally, the evaluation process is a positive, systematic, ongoing process, which attempts to objectively evaluate the individual's progress toward meeting objectives consistent with goals and philosophy of the Waukee Community School District.
2. Notification. Prior to the start of the respective season, the Activities Director shall acquaint each coach/sponsor with the evaluation procedures, and the instruments to be used. This orientation is to achieve mutual understanding of the evaluation procedure.
3. Observations. Observations of practices, meetings, and competitive situations will be made. A minimum of four (4) practice observations/walk-throughs will be conducted. These need not be announced or previously known.
4. Procedure. The Activities Director shall evaluate each head coach formally in writing within 15 working days after a complete season. The Activities Director or building Principal shall evaluate other Activity Sponsors. Any complaint or concern against a coach that might be used in the evaluation process will be brought to the attention of the coach involved in a timely manner, generally within 3 days.
5. Review of Evaluation. All evaluations that are to be retained will be placed in a file in the office of the Activities Director and the District Office.

ARTICLE 6

EVALUATION PROCEDURE (3)

E. Conference and Copy

A copy of the completed evaluation instrument shall be given to the employee at least one day prior to the conference between the employee and the Building Principal or appropriate Supervisor. A copy signed by both parties shall be given to the employee upon completion of the conference. The employee's signature indicates awareness of the content of the evaluation. The conference normally will be held within ten (10) working days following the classroom observation.

F. Response

If the employee feels his/her evaluation is unfair or inaccurate, he/she may respond to the evaluation and submit a written response to his/her evaluator. The response shall be attached to any file copy of the employee's evaluation and shall be signed and dated by both parties to indicate awareness of content.

ARTICLE 7

PROFESSIONAL DEVELOPMENT

A. Definition

Professional development is defined as training provided or made possible for employees by the Employer during the service year, that occurs in a collective and collaborative manner, in order to improve professional practice so that increased student learning will occur throughout the system.

B. Criteria

The district's Comprehensive School Improvement Plan shall provide the basis for all professional development activities. Professional development will focus on research-based instructional strategies, be aligned with the district's student achievement needs, student learning goals, the long-range and annual improvement goals, and differentiated according to building, grade level and/or years of service to the district.

ARTICLE 8

EMPLOYEE SERVICE YEAR

- A. All full-time returning teachers will be issued a 194 day teaching contract of which 180 days shall be teaching days, 5 shall be paid Holidays, and 9 shall be professional development/work days. New teachers will be issued a 196 day contract, which includes 2 additional work days scheduled at the beginning of the contract year. The Employer recognizes the following five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day. No employee shall be required to perform duties on any of the mentioned holidays. In order to qualify for holiday pay, the employee must work the last full day of work scheduled before and the first full day of work scheduled after the holiday, unless granted approved leave by the Employer.
- B. An advisory committee consisting of an Association representative from each building will meet with the Superintendent or designee to give recommendations and suggestions concerning the school calendar for the following school year. The committee will meet with the Superintendent or designee prior to his/her recommendation being made to the Board of Education.
- C. Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE 9

HOURS

- A. The arrival and departure times for all employees shall be determined and designated by the Employer, however, the normal work day, including both teaching and non-teaching contract days, shall consist of eight (8) hours, with a scheduled duty-free lunch period of twenty (20) uninterrupted minutes, except in cases of emergency, as determined by the Employer. No more than one-third (1/3) of the unit employees in each building can leave the building during this twenty minute lunch period and those leaving must notify the office in advance. In addition, said work day will be longer for those employees having duties covered by the Supplemental Pay Schedule. The Employer may decide upon a less than or a greater than normal work day in emergency situations. On days preceding recognized holidays, or vacation periods, on Fridays, and when assigned evening activities, an employee may leave after students are dismissed, the last bus has left, and the responsibilities in the room are completed.
- B. Regarding other assignments (those that occur before and/or after the normal work day, such as work assignments at extra curricular activities), an employee will be given an opportunity to express a preference. Volunteers will be first considered by the Employer for performance of said other assignments. Should the volunteer not meet the needs of the School District as determined by the Employer, other employees can be required to perform said assignment(s). It is the Employer's intent to make as few of these other assignments as is necessary.
- C. An employee may leave the building during his/her work day after signing the appropriate form.
- D. The working hours for part time employees will be solely determined and designated by the Employer.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose

The parties agree that an orderly and expeditious resolution of grievances at the lowest possible level is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, misapplication or misinterpretation of an expressed provision(s) of this Agreement shall be handled in a professional manner.

B. Definitions

1. Grievant - A grievant is an employee who files a grievance.
2. Grievance - A grievance is a claim by a grievant that a provision of the Agreement has been violated, misapplied or misinterpreted.
3. Days - The term "work days" as used in this Article shall mean the unit work days. During summer recess, the term "work days" shall mean "week days".

C. Procedure

1. Informal Level

Any employee having a grievance shall contact and discuss the matter with his/her Building Grievance Representative within five (5) work days from its occurrence. The employee, their mentor, association representative, building supervisor or principal, and superintendent will attempt to reach resolution at the informal level. Should resolution not be reached through collaborative efforts, the employee may choose to begin the process at Formal Level I.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE (2)

2. Formal Level 1

If the grievance is not settled satisfactorily at the Informal Level, the employee shall file a completed grievance form with the Superintendent or designated representative within five (5) work days. The Superintendent or designated representative agrees to meet and discuss the unresolved issue with the Waukee Education Association Representative and the aggrieved employee within five (5) work days from receiving date of grievance. Both parties shall verbally state their reason(s) as to why the grievance should be upheld or denied. The principal or immediate supervisor may attend, if requested by either party. The Superintendent or designated representative shall give a written answer at such meeting or within five (5) work days after the Level 1 meeting is held.

3. Formal Level 2

In the event the grievance is not disposed of at Level 1, Association or aggrieved employee may within five (5) work days from the final answer at Level 1, submit such matter to final and binding arbitration by notice in writing to the Employer of intent to arbitrate.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE (3)

D. Arbitration

After either party hereto has so notified the other of its referral to arbitration, the parties will meet within seven (7) work days after receipt by either party hereto of notice of referral to arbitration to select an arbitrator or request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one arbitrator. Within five (5) work days after receipt of said panel of arbitrators., the parties will meet to select the sole arbitrator at one setting. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating names from the list. The arbitrator whose name remains on said list shall be accepted by both parties as the sole arbitrator. The parties will jointly request of the arbitrator that his/her decision be mailed to the parties within thirty (30) work days after the date of the hearing.

E. Time Limits

1. All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in the Informal Level of the grievance procedure.
2. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Level within the specified time limits, it shall be considered settled on the basis of the Employer's representative's last answer.
3. If the principal, immediate supervisor, or Superintendent's answer in any Level in the grievance procedure is not given within the specified time limits, said grievance automatically moves to the next Level.
4. It is understood that the time limits specified in the grievance and arbitration procedure may be extended or shortened by mutual agreement.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE (4)

5. In the event a grievance is filed at such time that it cannot be processed through all the Levels in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in harm to the grievant or Employer, the time limits set forth herein will be reduced by mutual agreement so that the grievance procedure will be completed prior to the end of the school year, or within a reasonable number of working days thereafter.

F. Costs

The fees and expenses of the arbitrator will be shared equally between the parties. Released time and compensated time are not applicable to the grievance and arbitration procedure. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's written decision in matters over which he has jurisdiction will be final and binding on the parties.

G. General Provisions

1. All grievances and arbitration meetings under this Article are to be held in private and are not open to the public.
2. A copy of the Employer's written decision on grievances in Formal Level 1 and above will be made available to the Local Association President.
3. If the grievant desires he/she may elect to have an Association representative present at all levels. If the Association representative is present the Employer can also elect to have an additional designated representative present.

H. Grievance Form

Reference is made to Exhibit III for the agreed upon grievance form.

ARTICLE 11

HEALTH AND SAFETY MATTERS

A. Health

1. All personnel of the school are required by law to submit evidence from a medical doctor indicating that they are free of communicable disease and otherwise in good physical health at the time of initial employment with the District.
2. If for any reasons the health factor of an individual is of concern, the Board reserves the right to request that a physical examination be administered at its expense by a medical doctor of its choice. Reports of such examination shall be completed on forms provided by their school and are available through the office of the Superintendent.

ARTICLE 11

HEALTH AND SAFETY MATTERS (2)

B. Safety

1. An employee may, within the scope of his/her employment, apply such amount of force as is reasonable, lawful, and necessary:
 - to quell a disturbance threatening physical injury to others;
 - to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil;
 - for the purpose of self-defense;
 - for the protection of persons and/or property.
2. No employee shall be required to search for a bomb. In the event of a bomb threat, employees may also vacate the building after all students have vacated the building.
3. A serviceable desk, chair and lockable storage will be provided for the primary use of the employee.
4. A crisis response team will be established in each building.
5. When an employee's absence from work arises out of, or from, assault or injury incurred while acting in the discharge of his/her duties, the employee shall not forfeit personal leave or health and accident insurance coverage for the duration of the individual teaching contract.
6. It is the intent of the Employer to provide a safe and healthful place of employment.

ARTICLE 12

LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative Benefits

Any elective physician/dentist appointment will not be construed as paid sick leave and shall be considered personal leave. The Employer will grant sick leave for personal illness, injury, or appointments for physician/dentist required treatment in the following amounts:

1st year of employment -- 10 work days
2nd year of employment -- 11 work days
3rd year of employment -- 12 work days
4th year of employment -- 13 work days
5th year of employment -- 14 work days
6th year and subsequent years of employment -- 15 work days

2. Accumulation

At the beginning of each contract year, an employee shall be credited with their carryover sick leave from the previous year(s) and the current contract year's earned amount. The carryover sick leave is limited to a maximum of 115 days. The minimum amount of sick leave request that can be granted is one-quarter (1/4) work day. In order to qualify for payment, the Employer has the right to require such evidence as it deems necessary to substantiate the absence. It shall be the employee's responsibility to notify the Building Principal at the earliest reasonable time possible so as to allow adequate time to secure a substitute. Sick leave will be administered consistent with the Family Medical Leave Act.

ARTICLE 12

LEAVES OF ABSENCE (2)

3. Transfer of Sick Leave

An employee who is a new hire in the Waukee Community School District shall be permitted to bring up to fifteen (15) days of sick leave accumulated in another district at the end of the preceding year. It is the responsibility of each new employee to present verification of accumulated sick leave to the district. Said verification shall be presented to the business office within 120 days of hire.

4. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave.

5. Extended Leave

If an employee exhausts all of his/her accumulated sick leave, but still is not released to return to work because of personal illness or disability, substantiated by a medical doctor's written statement, he/she shall be granted a leave of absence without pay for the duration of such illness or disability, up to four (4) months. This extended leave shall be administered consistent with the Family Medical Leave Act. (FMLA)

ARTICLE 12

LEAVES OF ABSENCE (3)

B. Bereavement Leave

An employee shall be allowed up to five (5) working days for each death in the immediate family. For purposes of this section, "immediate" family shall include the employee's spouse, children, mother, father, sister, brother and corresponding step-relationships and corresponding in-law relationships.

An employee shall be allowed up to two (2) working days for each death in the extended family. For purposes of this section, "extended" family shall include grandparents, grandchildren, aunts, uncles, nieces, and nephews, as well as corresponding in-law relationships.

An employee shall be allowed one (1) working day for each death of another family member or friend. This section shall include relatives not identified as immediate or extended family and close friends.

The Superintendent may extend coverage and/or grant additional leave days as circumstances warrant. Such action shall not be precedent setting. If additional travel time is necessary it may be granted at the discretion of the Superintendent.

ARTICLE 12

LEAVES OF ABSENCE (4)

C. Personal Leave

All teachers regularly employed shall be granted two (2) days of personal leave per year. All personal leave must be applied for two (2) days in advance in writing. It is understood that two (2) days notice may not be possible for emergency situations. Personal leave will be approved first by the building principal and then by the Director of Human Resources.

No more than two (2) teachers will be granted personal leave on the same work day in any building with 39 or fewer certified teachers. No more than three (3) teachers will be granted personal leave on the same work day in any building with 40 or more certified teachers.

Personal leave must be taken in one-half (1/2) day increments

The earliest date that personal leave for any given school year can be requested is the first contract date for that school required for all returning staff.

Parent-Teacher Conferences and the first or last 10 student days of the school year shall not be recognized as a personal leave day except for the purpose of attending weddings, retirements or graduations.

An employee with one full personal day remaining at the end of the year, shall be reimbursed for this unused day at the daily sub rate of pay for that year or may choose to carry said personal day to the following year. Total personal days shall not exceed 3 days in any given contract year. To request payment for an unused personal day the appropriate form must be completed and turned in at the time the teacher checks out for the summer.

ARTICLE 12

LEAVES OF ABSENCE (5)

D. Professional Leave

Attendance at educational meetings or visitations to view other instructional techniques or programs are permitted with full pay if such absence is approved by the Superintendent or designee. The Superintendent may require an employee to attend this type of meeting, and under these circumstances, said employee will be reimbursed for personal car travel and registration fees.

E. Jury Duty Leave

An employee required to serve as a juror shall receive regular wages. In order to receive payment for such duty, the employee must assign all fees, except mileage and parking allowance, received for such duty to the Employer. This provision applies to the employee's 194 contract days. When released from jury duty during working hours, the employee will report to work and work the remainder of the day.

F. Religious Leave

Any employee whose religious affiliation requires the observance of religious holidays other than those scheduled in the school calendar will utilize personal leave or unpaid leave if personal leave is unavailable.

G. **Family Leave**

An employee may use up to ten (10) days of accumulated sick leave in a contract year for the care or support of an ill member of the employee's immediate family. For the purpose of Family Leave only, the definition of immediate family shall be broadened to include the employee's grandparents, grandparents-in-law and corresponding step-grandparents. It is the Employer's intent to notify the employee when said leave has been exhausted. After said leave is exhausted, the employee may be granted an unpaid leave of absence for up to thirty (30) days, which may be extended for like periods of time and shall be administered consistent with the Family Medical Leave Act. In emergency situations, when employee has exhausted all family and personal leave, the superintendent may grant emergency paid leave on a case-by-case basis. The association president will be notified when said leave is granted.

ARTICLE 12

LEAVES OF ABSENCE (6)

H. Unpaid Leave

In the event that an employee requests a leave of absence from work without pay, said request will be made in writing at least five (5) work days prior to the leave and sent to the Superintendent. No such request will be considered without first exhausting all other appropriate leave. An employee shall be allowed a combination of personal leave and unpaid leave not to exceed 5 days within a contract year. Said leave is not cumulative from one contract year to the next. Unpaid leaves of absence will not normally be granted immediately preceding or following a regularly scheduled vacation period nor during the first or last week of school. No more than one (1) employee shall be permitted to be on an unpaid leave of absence from a given building at the same time. No unpaid leaves will be permitted if the educational program would be seriously hampered.

I. Association Leave

Up to four (4) days leave with pay may be granted for the purpose of attending Waukee Education Association meetings and/or for meetings of its State or National affiliations. Said leave shall be granted only if a substitute can be found. No more than three (3) teachers can take Association leave at the same time. The Association will pay to the Employer the cost of the substitute for this leave. The Superintendent may grant additional leave days as circumstances warrant.

ARTICLE 12

LEAVES OF ABSENCE (7)

J. Educational Leave

Upon written request to the Employer at least 120 days in advance the Employee may be granted a leave of absence for up to two consecutive semesters to pursue graduate level college courses at an accredited university or college leading to an advanced degree in a field of education. A written response to this request will be given within thirty (30) days of receipt of the request. In order to be eligible for this type of leave an Employee shall have been employed at the Waukee Community School District the previous five (5) consecutive full years. The Employee may be eligible to purchase Employer provided group insurance benefits during this leave subject to the approval of the insurance carrier. Premiums must be paid in advance. Upon return from an extended Educational Leave, an Employee shall be placed on the same vertical step of the salary schedule that he/she occupied upon the beginning of the leave unless the Employee has fulfilled the requirements of Article 14, Section C (4). An Employee on extended Educational Leave shall suffer no loss of nor accrue any sick leave benefits during said leave. Upon his/her return from this leave the Employer will attempt to reassign the Employee to the position which he/she would have been assigned on the staff had the leave not occurred. No more than one employee from each attendance center will be permitted to be on Educational Leave in any one year. An Employee may not be on an Educational Leave more than once in any five year period after the initial five years of employment. Employees on Educational Leave will be offered contracts for the next school year at the same time contracts are issued to other unit Employees. The Employee agrees to return to employment for one full year at the conclusion of the Educational Leave. Failure to pursue an academic course load will result in a forfeiture of the return provisions.

ARTICLE 13

INSURANCE

A. TYPES

1. Health

- a. Group health insurance benefits will be maintained for eligible employees covered by this Agreement. The selection of the insurance carrier will be made by the Employer. The Association is encouraged to make recommendations to the Employer regarding who the insurance carrier should be.
- b. The Employer will pay to the carrier the monthly premium for each eligible employee for the purchase of single coverage group health insurance benefits.
- c. While on unpaid leave of absence, the entire insurance premium(s) is to be paid by the employee except as provided for under the continuation section of this Article.
- d. Employees and dependents must pre-authorize with the insurance carrier before entering the hospital for non-emergency care.

2. Life

The Employer will pay the premium and will select the carrier to provide term life insurance in the amount of \$25,000 coverage for each eligible full-time employee and \$15,000 for each eligible part-time employee.

3. Disability

The Employer will provide Long Term Disability coverage for each eligible full-time employee. The maximum monthly income benefit will be an amount equal to sixty percent (60%) of his/her covered monthly compensation up to a maximum benefit of Six Thousand Dollars (\$6,000). A three (3) consecutive month qualifying period must be completed before any disability payments are made.

ARTICLE 13

INSURANCE (2)

4. Worker's Compensation/Sick Leave

As a result of an on-the-job injury and an employee is off work as a result of said injury, the difference between the employee's regular salary and Worker's Compensation income allowance will be deducted and paid from said employee's accumulated sick leave pay and time. For example, if said difference requires one-third (1/3) of one (1) day's pay, then one-third (1/3) day of accumulated sick leave pay will have been used. The employee's regular individual contract salary will not be paid during the period of absence due to said injury. The Waukee School District has named Iowa Methodist Medical Center Occupational Medicine as the designated Workers' Compensation treatment facility. Employee must use the designated provider.

5. Dental Insurance

Group Dental insurance benefits will be maintained for eligible employees covered by this agreement.

B. Coverage

1. The Employer provided insurance programs for continuing employees shall be for twelve (12) consecutive months. Newly hired employees shall be covered by Employer provided insurances as of the 1st day of the month following their first day of employment.

ARTICLE 13

INSURANCE (3)

2. All part-time employees shall be eligible to receive insurance benefits if they are regularly scheduled to work twenty (20) hours or more. If the employee desires to be covered the Employer shall pay that portion of the monthly premium corresponding to the regular portion of the week that the employee works. For example, if an employee works twenty (20) hours per week, the employee would be provided with 20/40 or one-half (1/2) of the monthly premium. This is subject to the approval of the insurance company.

C. Description

The insurance programs referred to in this Agreement shall be subject to all terms and conditions of the contract with the carrier. The Employer will provide each unit employee a description of the insurance coverages as provided to the Employer by the insurance carrier(s). This will include, but is not limited to, eligibility, benefits, and exclusions.

D. Continuation

Employees on extended unpaid leaves for more than one (1) month shall have the option to continue any or all of the Employer paid insurance programs by paying the full premiums themselves to the Employer prior to the billing date(s). Employees on paid leave of absence will continue to have Employer contributions toward insurance premiums made in their behalf as provided for in this Article.

Employees exercising their 12 weeks of entitled FMLA will continue to have Employer contributions toward insurance premiums made on their behalf.

ARTICLE 14

WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth as Exhibit I.

B. Placement on Salary Schedule

1. Each employee will be placed on his/her proper step of the salary schedule as of the effective date of this Agreement.

2. Minimum placement on salary schedule shall be Step 2 , lane 1.

3. Credit for Experience

Credit on the employee salary schedule will be given for each year of previous teaching experience in a duly accredited school upon initial employment with the Waukee Community School District.

4. Only hours earned after the teaching degree is issued will be counted toward advancement on the Salary Schedule.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

ARTICLE 14

WAGES AND SALARIES (2)

2. Educational Lanes

An employee must file an intent to move form with the district secretary by May 1st of the current year in order to qualify for a salary reclassification for the following school year.

An employee may move horizontally on the salary schedule. Only hours earned after a Bachelor's or Master's degree is obtained, as evidenced by official transcript, will apply toward that horizontal movement.

Completed hours to apply toward horizontal movement on the salary schedule will be counted in the following way.

Moving From:	Moving To:
BA	BA+15 – Only hours earned after receiving a BA in Education
BA+15	BA+30 – Only hours earned after receiving a BA in Education
	A minimum of 15 of the 30 hours must be graduate hours
BA+30	MA— Completed a Masters Degree Program
MA	MA+15, 30 & 45—Only graduate hours earned after receiving a Masters Degree

For returning employee, said transcripts or other evidence of credits acceptable to the Employer are to be filed by September 1st and the annual contract shall be adjusted accordingly. Official transcripts are then to be filed with the Employer within a reasonable time period.

3. Change in Classification

Hours earned after the teaching degree is issued will be counted toward advancement on the salary schedule. In order to qualify for the BA +15 lane, the employee may earn either undergraduate or graduate college hours from an accredited university or college. In order to qualify to move from the

BA +15 lane to BA +30 and beyond, the employee must earn graduate hours from an accredited university or college. Hours in specific courses required by the state must be earned at an accredited university or college to apply to the schedule. Staff development courses that do not carry graduate credit will count toward certificate renewal only and not toward advancement on the salary schedule.

4. **Credit**

An employee must be employed a minimum of eighteen (18) consecutive weeks during a regular school year in order to be granted a maximum of a year's credit on the salary schedule.

ARTICLE 14

WAGES AND SALARIES (3)

D. Employer Contributions to a 403(b)

1. For each full-time employee the District shall contribute to a 403(b) annuity of the employee's choice the amount of fifty dollars (\$50.00) per month. For those employees working less than full time, the District shall contribute the portion of the monthly contribution that is in direct proportion to the amount of the time worked as compared to full time.
2. An employee may, at their sole discretion, use the District contributed amount to help offset the cost of the employee's out of pocket monthly contribution for dependent medical and dental coverage.

E. Methods of Payment

1. Pay Periods

Each employee will be paid in twelve (12) equal installments on the 25th of each month, the first of which will be made on September 25.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees will receive their paychecks on the last previous work day.

3. New Employees

Employees who are newly hired in the Waukee Community School District may, at their option, elect to receive up to fifty percent (50%) of the first salary installment after the completion of the second (2nd) teaching week of employment. The balance of the first salary installment shall then be paid on the first regular pay date.

4. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee or deposited electronically.

F. Nurse

A nurse will be paid seventy-five percent (75%) of the applicable experience step in the BA column. In the event a nurse obtains a Bachelors Degree, he/she will be paid one hundred percent (100%) of said appropriate step.

ARTICLE 14

WAGES AND SALARIES (4)

G. Association Dues Deduction

Any Employee who is a member of the Association, or who has applied for membership may sign and deliver to the Employer an itemized assignment authorizing payroll deduction of dues. A new dues check-off card must be filed with the Board Secretary yearly. All cards must be filed by September 10 each year. It is the responsibility of the Association to inform members of the dues deduction system. New Association members who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through June. The Employer shall not be involved in collecting initiation fees, special assessments, back dues, fines or similar items under the definition of "dues". Following a deduction authorization, the Employer will deduct one-tenth (1/10) of the total annual dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Employees may terminate dues deduction on thirty (30) days notification to the Employer. The Employer shall transmit to the Association on a monthly basis the total monthly deduction for professional dues. The Association agrees to indemnify and hold the Employer harmless against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

ARTICLE 15

SUPPLEMENTAL PAY

Supplemental pay for the listed duties in Exhibit II is in addition to the regular classroom teaching duties covered in the Salary Schedule. Additional requirements and expectations for these Supplemental Positions are outlined in the Activities Handbook.

Extended contracts, extra-curricular and/or co-curricular assignments for which an employee receives compensation according to the Supplemental Pay Schedule shall be on an individually assigned basis by the Superintendent and shall be between the employee performing the service and the Employer. In the event an employee submits a resignation request from an extra-curricular or co-curricular assignment other than an athletic coaching one for which he/she receives compensation according to the Supplemental Pay Schedule, and said request is not approved by the Employer, said employee is then required to resign in total from their individual teacher's contract if the employee still desires to be released. Such services shall be subject to annual review and evaluation by the Employer.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

I. Professional Growth

The provisions of this article become effective on July 1, 2007. Reimbursements for cost of tuition will be for courses taken after that date.

- A. Employees in the BA classifications of the salary schedule who receive credit for graduate level courses from an accredited college or university shall be eligible to receive payment of up to Three Hundred (\$300.00) as reimbursement for tuition costs.
- B. Employees in the MA classifications of the salary schedule who receive credit for graduate level courses from an accredited college or university shall be eligible to receive payment of up to One Hundred Seventy-Five Dollars (\$175.00) as reimbursement for tuition costs.
- C. Payments will be made upon request for reimbursement on the proper written form and submitted to and approved by the Assistant Superintendent of Human Resources. Verification of completed graduate hours as evidenced by an official college or university transcript must accompany the request for reimbursement of tuition costs.
- D. Payments for tuition reimbursement are limited to any fiscal year beginning on July 1st and ending on June 30th. Payments will not be made for course work ending more than one year prior to the date on which the request for reimbursement is submitted for approval.

ARTICLE 17

COMPLIANCE AND DURATION

A. Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Regarding the part of the provision of the Agreement declared illegal or invalid, the parties shall meet and discuss a substitute provision(s) for those parts or provisions rendered or declared illegal or invalid.

B. Distribution of Agreement

The necessary number of copies of this Agreement shall be provided by the Employer within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed and hereinafter employed who are covered by this Agreement. Upon official offer of employment to a prospective employee by the Superintendent, a copy of this Agreement will be provided to said individual. Ten (10) extra copies shall be provided to the Association.

ARTICLE 17

COMPLIANCE AND DURATION (2)

C. Notices

If either party should desire to modify, amend or terminate this Agreement, they shall at least thirty (30) days prior to the first teaching contract day, give written notice to the other party expressing such intention. Whenever notice is required to be given by either of the parties to this Agreement to the other, either party shall do so at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board President and Superintendent.
2. If by Employer, to Association President.

D. Duration

This Agreement shall become effective on August 15, 2006, and shall continue in full force and effect without change, except as noted in letter of agreement 1 attached to this contract, until Midnight, August 14, 2008, and shall be automatically renewed from year to year thereafter, unless prior to the automatic renewal date, either party gives notice of its desire to modify, amend, or terminate this Agreement as herein provided, (See Letter of Understanding.)

During the life of this Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Waukee Community School District
Waukee Education Association
Letter of Understanding

This letter of understanding between the Waukee Education Association (hereafter called the Association) and the Waukee Community School District (hereafter called the District) outlines items that are pertinent to the contract agreement for the years 2006-07 and 2007-08. Both parties mutually agree the items outlined below should not be a permanent part of the master agreement, but better stated in this letter of understanding to be attached to the master agreement. It is the intent of both the Association and the District to agree to the mutual understandings as outlined below.

The duration of the contract is to be two years, covering the 2006-07 and 2007-08 contract years. The contract becomes effective on August 15, 2006 and shall continue in force and effect without change, except as outlined below, until August 14, 2008. The following are conditions that cause the contract to **automatically** be re-opened for the 2007-08 year:

1. Prior to the effective date of August 15, 2005, a change in the legislatively set allowable growth figure of four percent for the 2006-07 fiscal year.

Also, either party may re-open no more than two language articles to the contract by notifying the other party prior to January 15, 2007. These may be any articles except **Articles 14, Wages and Salaries, Article 15, Supplemental Pay and Exhibits I and II.**

It is mutually agreed to by the District and by the Association that the Association reserves the right to go back to the index schedule in 2010-11 if they so choose. The index factors would be negotiated.

It is also stipulated that the salary schedule attached to this contract for the 2007-08 contract year is based on a medical insurance increase of **10.0%**. In the event the actual increase for the 2007-08 contract year varies from this 10.0% by more than 2.0% higher or lower, the salary schedule will be re-calculated to incorporate the actual change in medical insurance rates. In the event the actual medical insurance rates are not more than a 2.0% higher or lower than 10.0%, the salary schedule shall remain as is printed in this agreement.

Waukee Education Association

By Ann M. Haneau-Kotz
President

By Rebecca Pashek
President

By John G. Gorenz
Chief Negotiator

Waukee Community School District

By Emilee Edgington
President, Board of Directors

By David M. Thew
Chief Negotiator

ARTICLE 17

COMPLIANCE AND DURATION (3)

E. Signatures

In witness whereof, the parties hereto have cause this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all the day of April 11, 2006 .

WAUKEE EDUCATION ASSOCIATION

WAUKEE COMMUNITY SCHOOL DISTRICT

By Ann M. Hangan-John
Its President

By Emilee Edgington
Its President

Acknowledged

By Indira M. M. M.
Its Chief Negotiator

By David M. Benson
Its Superintendent

By Kathel Kustons

By R. Dawn Van Looy

By Rebecca Pashek

By Mike K. Munson

By _____

By _____

Waukee Community School District

2006-07 Certified Teacher's Salary Schedule

Step	BA D	BA 15 C	BA 30 B	MA A	MA 15 A1	MA 30 A2	MA 45 A3	Step
0	\$27,940	\$29,040	\$30,140	\$32,640	\$34,140	\$35,640	\$37,140	0
1	29,040	30,140	31,240	33,740	35,240	36,740	38,240	1
2	30,140	31,240	32,340	34,840	36,340	37,840	39,340	2
3	31,240	32,340	33,440	35,940	37,440	38,940	40,440	3
4	32,340	33,440	34,540	37,040	38,540	40,040	41,540	4
5	33,440	34,540	35,640	38,140	39,640	41,140	42,640	5
6	34,540	35,640	36,740	39,240	40,740	42,240	43,740	6
7	35,640	36,740	37,840	40,340	41,840	43,340	44,840	7
8	36,740	37,840	38,940	41,440	42,940	44,440	45,940	8
9	37,840	38,940	40,040	42,540	44,040	45,540	47,040	9
10	38,940	40,040	41,140	43,755	45,255	46,755	48,255	10
11	40,040	41,140	42,240	44,970	46,470	47,970	49,470	11
12	41,140	42,240	43,455	46,185	47,685	49,185	50,685	12
13	42,240	43,340	44,670	47,400	48,900	50,400	51,900	13
14		44,440	45,885	48,615	50,115	51,615	53,115	14
15			47,100	49,830	51,330	52,830	54,330	15
16				51,045	52,545	54,045	55,545	16
17				52,260	53,760	55,260	56,760	17
18				53,475	54,975	56,475	57,975	18
19				54,690	56,190	57,690	59,190	19

Waukee Community School District

2007-08 Certified Teacher's Salary Schedule

Step	BA D	BA 15 C	BA 30 B	MA A	MA 15 A1	MA 30 A2	MA 45 A3	Step
0	\$29,375	\$30,475	\$31,575	\$34,075	\$35,575	\$37,075	\$38,575	0
1	30,475	31,575	32,675	35,175	36,675	38,175	39,675	1
2	31,575	32,675	33,775	36,275	37,775	39,275	40,775	2
3	32,675	33,775	34,875	37,375	38,875	40,375	41,875	3
4	33,775	34,875	35,975	38,475	39,975	41,475	42,975	4
5	34,875	35,975	37,075	39,575	41,075	42,575	44,075	5
6	35,975	37,075	38,175	40,675	42,175	43,675	45,175	6
7	37,075	38,175	39,275	41,775	43,275	44,775	46,275	7
8	38,175	39,275	40,375	42,875	44,375	45,875	47,375	8
9	39,275	40,375	41,475	43,975	45,475	46,975	48,475	9
10	40,375	41,475	42,575	45,190	46,690	48,190	49,690	10
11	41,475	42,575	43,675	46,405	47,905	49,405	50,905	11
12	42,575	43,675	44,890	47,620	49,120	50,620	52,120	12
13	43,675	44,775	46,105	48,835	50,335	51,835	53,335	13
14		45,875	47,320	50,050	51,550	53,050	54,550	14
15			48,535	51,265	52,765	54,265	55,765	15
16				52,480	53,980	55,480	56,980	16
17				53,695	55,195	56,695	58,195	17
18				54,910	56,410	57,910	59,410	18
19				56,125	57,625	59,125	60,625	19

Waukee Community School
Supplemental Pay Schedule
2006-2008

Allow up to nine years experience in the activity % of BA Base

P Music

Band, HS	16
Band, HS Asst.	8
Band, HS Drumline	4
Band, HS Flag Line	3
Band, 9th Grade	8
Band, 8th Grade	7
Band, MS	7
Band, MS Flag Line and HS Asst. Combined	3
Band, Elementary	3

Vocal Music, HS	16
Vocal Music, HS Assistant	8
Vocal Music, 9th Grade	8
Vocal Music, 8th Grade	7
Music Dept. Choreographer	9
Vocal Music, MS	7
Vocal Music, Elementary	3

Football, Basketball, Wrestling, Baseball, Softball

* Head HS	16
Assistant HS	10
+ Head MS	7
Assistant MS	5

Track, Swimming, Soccer, Volleyball

* Head HS	14
Assistant HS	9
+ Head MS	7
Assistant MS	5

Tennis, Golf, Cross Country

* Head HS	11
Assistant HS	7
+ Head, MS	7
Assistant, MS	5

Girls Chaperone (Basketball, Volleyball)	\$300
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Cheerleading		
* Head, HS		10
Assistant HS		6
+ 9th Grade		5
Dance Team		
* Head, HS		9
+ 9th Grade		5
Strength and Conditioning		
* Head per season		5
P Speech		
Head HS - Large Group		7
Head HS - Individual		7
Assistant HS - Large Group		4
Assistant HS - Individual		4
9th Grade - Large Group		2
9th Grade - Individual		2
P Drama		
Head HS		6
Assistant HS		4
Head, PV		4
Assistant, PV		2
Head MS		3
Assistant MS		2
HS Musical Director		6
HS Asst. Musical Director		4
HS Musical Pit Director		4
P Debate		6
P Mock Trial		6
P Yearbook, HS		8
P Yearbook, PV		5
P Encounter Waukee		5
P Prom Sponsor		5
P Student Council, HS		8
P Student Council, PV		3
P Student Council, MS		1
P National Honor Society		2
Prom Chaperone		\$100

Evaluated By

- P** Principal
- * HS Activities Director

+ 7-9 Activities Director

Additional Pay Rates not included in the Supplemental Schedule

HS timer & Scorekeeper	\$30 Doubleheader
Varsity Basketball, Wrestling and Volleyball	\$20 for One Game

HS Ticket Taker and Seller (per night)	
Football (\$20 per session)	\$40
Track	\$30
Other HS Athletic Events	\$20
PV Ticket Taker and seller (per night)	\$20
MS Ticket Taker and Seller (per night)	\$15

Athletic Crowd Supervisor - (As Needed)

HS Events	
Football	\$40
Basketball, Wrestling, Volleyball	\$30

MS Events	\$30
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Saturday School	\$75
Summer Training	\$125
Curriculum Development- See handbook for payment options	\$500

Extended Contracts will be figured on a per diem basis at a rate determined by dividing the employee's base salary by the number of days in the employee contract year, unless otherwise provided for in the additives.

WAUKEE COMMUNITY SCHOOL
Grievance Form

EMPLOYEE SECTION:

Date Filed with Superintendent: _____

Building: _____

Name of Employee: _____

Date Violation Occurred: _____

Section of Agreement Violated: _____

Statement of Grievance: _____

Adjustment Desired: _____

Date: _____ Employee Signature: _____

BOARD SECTION:

Superintendent's Answer: _____

Date: _____ Superintendent Signature: _____

EMPLOYEE SECTION:

Concurrence with Superintendent's answer: Yes () No ()

Action Taken: _____

Date: _____ Employee Signature: _____